EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONRAD, Individually and on Behalf of All Other Persons Similarly Situated,	§	
	§	
Plaintiff,	§	
v.	§	**CASE NO. 3:10-cv-02196-M**
	§	
FRANKLIN COLLECTION SERVICE, INC.,	§	
	§	
Defendant.	§	

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Vaughn D. Howell, who being by me duly sworn deposed as follows:

"My name is Vaughn D. Howell. I am over the age of eighteen (18) and of sound mind, am competent to make this affidavit, and am personally acquainted with the facts herein stated. I have never been convicted of a felony or misdemeanor involving moral turpitude.

"I am the Chief Financial Officer of Franklin Collection Service, Inc., the Defendant in the above-entitled and numbered cause, and in that capacity I have personal knowledge of the matters set forth in this affidavit.

As of December 31, 2011, Franklin Collection Service, Inc. has a net worth of approximately $883,156.00. Such net worth is based upon a review of the balance sheets, statements of income, retained earnings and tax returns for the year there ended.

"I further state that I have read the above and foregoing affidavit, and that every statement contained therein is within my personal knowledge and is true and correct."

EXHIBIT
A

Blumberg No. 5119

Signed this 26th day of April, 2012.

Vaughn D. Howell, CFO
Franklin Collection Service, Inc.

STATE OF MISSISSIPPI §
§
COUNTY OF LEE §

SUBSCRIBED AND SWORN TO BEFORE ME on this 26th day of April, 2012, to certify which witnesses my hand and seal of office.

Notary Public, State of Mississippi
My commission expires: April 6, 2015

STATE OF MISSISSIPPI NOTARY PUBLIC
ID # 98756
VALERIE EDWARDS
Commission Expires April 6, 2015
COUNTY

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONRAD, Individually and on Behalf of All Other Persons Similarly Situated,	§	
Plaintiff,	§	
v.	§	**CASE NO. 3:10-cv-02196-M**
FRANKLIN COLLECTION SERVICE, INC.,	§	
Defendant.	§	

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Dawn Magers, who being by me duly sworn deposed as follows:

"My name is Dawn Magers. I am over the age of eighteen (18) and of sound mind, am competent to make this affidavit, and am personally acquainted with the facts herein stated. I have never been convicted of a felony or misdemeanor involving moral turpitude.

"I am the **V P of Operations** of Franklin Collection Service, Inc., the Defendant in the above-entitled and numbered cause, and in that capacity I have personal knowledge of the matters set forth in this affidavit.

During the time period from November 1, 2009 to March 5, 2012, there were **7,791** people who reside in the State of Texas from whom Franklin Collection Service, Inc. sought to collect, or did collect consumer debts less than or equal to $500, and to whom Franklin Collection Service, Inc. sent a letter or notice in the form represented by either Exhibit "A" or Exhibit "B" in connection with the collection of such debt. I derived the number of people who fit into this

Blumberg No. 5119 EXHIBIT B

category or "class" by formulating a query for the account software utilized by Franklin Collection Service, Inc. sufficient to identify the debtors fitting the above description.

"I further state that I have read the above and foregoing affidavit, and that every statement contained ~~therein is within my personal knowledge and is true and correct.~~"

Signed this 26th day of April, 2012.

Dawn Magers
Title: VP of Operations
Franklin Collection Service, Inc.

STATE OF Mississippi §
§
COUNTY OF Lee §

SUBSCRIBED AND SWORN TO BEFORE ME on this 26 day of April, 2012, to certify which witnesses my hand and seal of office.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 98756 VALERIE EDWARDS Commission Expires April 6, 2015 LEE COUNTY

Valerie Edwards
Notary Public, State of MS

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONRAD, Individually and on Behalf of All Other Persons Similarly Situated,	§	
Plaintiff,	§	
v.	§	**CASE NO. 3:10-cv-02196-M**
FRANKLIN COLLECTION SERVICE, INC.,	§	
Defendant.	§	

AGREEMENT OF COMPROMISE AND SETTLEMENT

Plaintiff and Class Representative, Herman Scott Conrad (hereinafter referred to as "Plaintiff"), by and through the undersigned Class Counsel, and Defendant Franklin Collection Service, Inc. (hereinafter referred to as "Defendant"), hereby enter into this Agreement of Compromise and Settlement, subject to the approval of the United States District Court for the Northern District of Texas, Dallas Division, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

WHEREAS, in the underlying litigation, Plaintiff has alleged that Defendant is a Debt Collector;

WHEREAS, Plaintiff has alleged that Defendant made telephone calls to Plaintiff's cellular telephone using an automated telephone dialing machine without the express consent of the Plaintiff in violation of the Telephone Consumer Protection Act, 47 U.S.C.A. § 227 *et seq.*

WHEREAS, Plaintiff has alleged that that the Defendant sent letters to the Plaintiff that threatened to take action that was not intended to be taken in violation of the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692e(5) and the Texas Debt Collection Practices Act, TEX. FIN. CODE § 392.304(19);

WHEREAS, on November 1, 2010 Plaintiff filed this class action lawsuit (the "Lawsuit"), asserting claims against Defendant for violations of the Telephone Consumer Protection Act ("TCPA"), the Fair Debt Collection Practices Act, 15 U.S.C. 1692a *et seq.*, ("FDCPA") and the Texas Debt Collection Act, Texas Finance Code 392.001 *et seq.*, ("TDCA");

WHEREAS, after conducting substantial discovery in this matter and evaluating the arguments pertaining to both liability and damages, the Parties attended full day mediation on March 5, 2012, during which the Parties agreed to terms of a settlement in this matter, and those general terms were memorialized in an agreement at mediation;

WHEREAS, in order to fully describe the terms of the mediation agreement, the Parties enter into this Agreement of Compromise and Settlement;

WHEREAS, Defendant believes that this Lawsuit is without merit and expressly denies any wrongdoing, liability, actual or potential fault in connection with any of the allegations made by Plaintiff in the Lawsuit, but has concluded that resolving these claims under the terms of this Agreement is desirable to reduce the time, risk and expense of defending the Lawsuit, to enhance its customer relations, and to resolve finally and completely all of the Released Claims;

WHEREAS, after analyzing the relevant facts and applicable law, and recognizing the burdens, risks, uncertainties, time and expense of litigation, as well as the advantages of terms and procedures for a fair and efficient resolution of Class Members' (defined below) claims under this Agreement, Class Representative, Class Counsel (defined below) and Defendant have concluded that this Agreement is a fair, equitable and just resolution of the Released Claims;

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and upon the occurrence of the Effective Date, the undersigned Parties hereby stipulate and agree that the Lawsuit shall be settled and compromised upon the following terms and conditions, subject to Court approval.

1. Definitions

As used in this Agreement, including the foregoing background section and the appendices and exhibits to this Agreement, the following terms have the meanings set forth below:

1.1. “Agreement” or “Settlement Agreement” means this Agreement of Compromise and Settlement, together with all appendices and exhibits substantially in the forms attached to this Agreement and including any modifications made with the consent of all Parties as provided for in ¶ 13.7.

1.2. “Business day” (whether capitalized or lower case) means any day except a Saturday, Sunday or other day on which federal courts are authorized by law to be closed.

1.3. “Class Counsel” means Walt Roper of the law firm The Roper Firm, P.C., Ben C. Martin of the law firm Law Offices of Ben C. Martin, P.C., and John Howie, Jr. of the law firm Howie Law, PC and any other counsel approved by the Court to serve as attorneys for the Class in the settlement of this Lawsuit.

1.4. “Class Member” means any person falling within the definition of the Settlement Class.

1.5. “Class Representative” means Herman Scott Conrad, and/or any or individuals approved by the Court to serve as class representatives.

1.6. “Defendant” means Franklin Collection Service, Inc.

1.7. "Complaint" means the Plaintiff's Second Amended Class Action Complaint filed in the above-captioned Lawsuit, together with any and all amendments and supplements thereto.

1.8. "Court" means the United States District Court, Northern District of Texas, Dallas Division.

1.9. "Effective Date" means the earliest of the following:

1.9.1. The date on which the time for appeal from the Final Judgment approving the Agreement has elapsed without any appeals being filed; or

1.9.2. The date on which all appeals from the Final Judgment approving this Agreement or from any appellate court decisions affirming the Final Judgment have been exhausted, and no further appeal may be taken.

1.10. "Eligible Settlement Class Member" has the meaning given to the term in ¶ 6.1 of this Agreement.

1.11. "Fairness Hearing" means the hearing to be conducted by the Court after notice to the Class, for the purpose of considering final approval of this Agreement pursuant to Federal Rule of Civil Procedure 23(e); Class Counsel's application for an award of attorneys' fees and expenses; and the Class Representatives' application for an Incentive Award.

1.12. "Final Judgment" means a final judgment entered by the Court substantially in the form attached hereto as Exhibit 3.

1.13. "Incentive Award" means a monetary payment made to the Class Representative and approved by the Court as an incentive or bonus for having performed the services of a class representative for the ultimate benefit of the unnamed members of the Class. This term has the further meaning given to it in ¶ 8 of this Agreement.

1.14. "Lawsuit" means Case No. 310-cv-02196-M; *Herman Scott Conrad v. Franklin Collection Service, Inc.*, in the United States District Court, Northern District of Texas, Dallas Division.

1.15. "Mailed Notice" means the form of notice substantially in the form attached hereto as Exhibit 1 that will provide Class Members with notice of the proposed Settlement.

1.16. "Net Settlement Amount" has the meaning given to the term in ¶ 5.1 of this Agreement.

1.17. "Notice Plan" means the plan for notifying the Class of the Settlement and this Agreement, as described in section 3, including the Mailed Notice and the Proof of Claim Form substantially in the form attached hereto as Exhibit 1.

1.18. "Parties" means the Class Representative and Defendant, collectively.

1.19. "Person" (whether capitalized or lower case) means a natural person, marital community, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated organization, governmental entity or department, public service corporation and any other type of legal entity.

1.20. "Preliminary Approval Order" means the Court's order, in substantially the form attached hereto as Exhibit 2 preliminarily approving this Agreement pursuant to Federal Rule of Civil Procedure 23(e).

1.21. "Qualifying Claim Form" means a proof of claim form submitted by an Eligible Settlement Class Member which has been approved by the Settlement Administrator.

1.22. "Released Parties" means and includes Franklin Collection Service, Inc., as well as their affiliates, parents, subsidiaries, officers, employees, agents, underwriters, insurers, directors, representatives, attorneys, attorneys in fact, predecessors, successors, and assigns.

1.23. "Settlement" means the terms and conditions of settlement as set forth in this Agreement.

1.24. "Settlement Administrator" means First Class, Inc. or another entity mutually agreed to by the Parties, subject to the Court's approval, which will be responsible for the administration of the claims of the Eligible Settlement Class Members set forth in this Agreement of Compromise and Settlement and any related matters.

1.25. "Settlement Cash Fund" has the meaning given to the term in ¶ 5.1 of this Agreement.

1.26. "Settlement Class" means all consumers who reside in the State of Texas against whom Defendant or their agents sought to collect, or did collect, consumer debt less than or equal to $500.00 and to whom Franklin Collection Services sent a letter or notice in the form represented by either Exhibit "A" or Exhibit "B" in connection with the collection of such debt. The class period is limited to debt collection activities from November 9, 2009 to March 5, 2012. The Settlement Class does not include any employee of any Defendant, the judges assigned to this action or the relatives of any such employee or judge.

2. Preliminary Approval

Class Representative, Class Counsel and Defendant shall, within fourteen (14) calendar days from its execution, submit this Agreement of Compromise and Settlement to the Court and jointly request that the Court enter a Preliminary Approval Order in the form annexed hereto as Exhibit 2:

2.1. preliminarily certifying the Class for settlement purposes and appointing Walt Roper of the law firm The Roper Firm, P.C., Ben C. Martin of the law firm Law Offices of

Ben C. Martin, P.C., and John Howie, Jr. of the law firm Howie Law, PC as Class Counsel and Herman Scott Conrad as class representative;

2.2. preliminarily approving the Settlement;

2.3. setting a date for the Final Fairness Hearing 45-60 calendar days following the initial mailing of the Mailed Notice to consider objections of class members to the Settlement and to determine: (a) whether the proposed Settlement should be approved as fair, reasonable and adequate to Class Members; (b) whether and to what extent attorneys' fees and incentive awards should be awarded; and (c) whether Final Judgment should be entered dismissing with prejudice the Lawsuit;

2.4. approving the Notice Plan;

2.5. prescribing a period of time during which persons within the Class may file Objections; and

2.6. providing that any objections to the Settlement or Class Counsels' application for an award of attorneys' fees and expenses or the Class Representative's application for incentive awards shall be considered by the Court at the Fairness Hearing only if, on or before a date to be specified in the Preliminary Approval Order, the Class Member making any objection shall file notice with the Court of his, her or its intention to appear, which shall set forth each objection and all reasons and substantiation therefore, and shall otherwise comply with the requirements delineated in the Settlement Agreement, and shall serve copies of any such objections on all parties as required by the Settlement Agreement.

3. Notice Plan

3.1. The Notice and Proof of Claim Form to be sent to each individual Class Member, true and correct copy of which is attached to the Settlement Agreement as Exhibit 1 is sufficient to inform Class Members regarding: (a) the formation of the Class; (b) the Class definition; (c) the terms of the proposed settlement; (d) the proposed award of attorneys' fees and expenses to Class Counsel; (e) the proposed award of an incentive payment to Plaintiff; (f) Class Members' right to opt out of the Class and thereby not participate in the proposed Settlement; (g) Class Members' right to object to the proposed Settlement; (h) the time and date of the Fairness Hearing; and (i) Class Members' right to receive a pro rata portion of the settlement funds by completing and returning the proof of claim form; and (i) Class Members' right to appear at the Fairness Hearing in favor of or in opposition to the proposed Settlement. The Class Notice is written in plain English in a manner reasonably calculated to allow class members to participate in the settlement. The Notice provides Class Members with sufficient information to make an informed decision as to whether to remain in the Class, opt out of the class or object to any aspect of the Proposed Settlement.

3.2. Defendant and Class Counsel shall file with the Court a report describing the efforts undertaken to implement the Notice Plan on or before the date of the Fairness Hearing, and certifying that such efforts were reasonably calculated to reach as many class members as possible in accordance with principles of constitutional due process.

3.3. Defendant shall bear all expenses incurred in connection with the identification of all members of the Settlement Class from its own records. Defendant shall bear all costs for the printing and mailing any notices and proof of claim forms required herein. Defendant may retain the assistance of a qualified third party to assist in the printing and mailing of the Notice and Proof of Claim Form.

4. Objections to Settlement

4.1. Any Class Member may object to the proposed Settlement. The Class Member, or personal counsel retained at the Class Member's expense, must file the Objection with the Court, with copy to all counsel, by the deadline established in the Preliminary Approval Order ("Objection Deadline"). The Parties will ask the Court to establish an Objection Deadline no later than 14 calendar days before the Final Settlement Approval Hearing. Objections must be in writing and must provide a detailed description of the nature and basis for each objection, the Class Member's name, address and telephone number and, if represented by personal counsel, counsel's name, address, and telephone number.

4.2. If a Class Member has filed a timely objection that complies with all the requirements of ¶ 4.1, that Class Member may appear at the Fairness Hearing, either in person or through personal counsel retained at the Class Member's expense, to voice an objection to the Settlement or to comment on the Settlement. Class Members or their attorneys who wish to appear at the Fairness Hearing must make such a request in writing and file it with the Court, with service copy to all counsel by first-class mail, no later than the Objection Deadline. The written request to appear must include the name, address and telephone number of the person who will appear at the Fairness Hearing and a copy of the written objection to the Settlement.

4.3. In addition, if the Class Member has retained an attorney to represent them in asserting an objection to the Settlement, that attorney must file with the objection a statement that identifies all other class action cases in which the attorney, or any member of the attorneys' firm, has appeared either as counsel on behalf of an objecting class member or as lead counsel on behalf of a class, including the case style, case number, and court. Such statement shall detail the ultimate disposition of any objection filed by the attorney in any class action case and describe whether the objection was resolved for a payment of fees with no alteration to the underlying class action settlement agreement or, in the event the objection was resolved with an enhancement to the underlying class action settlement agreement, describe those enhancements and how the class action settlement was modified. Any notice and/or statement described in this ¶ 4.3 shall be filed with the Court, with service copy to all counsel by first-class mail, no later than the Objection Deadline.

4.4. Any Class Member or attorney who fails to comply with the provisions of ¶¶ 4.1, 4.2 and 4.3 shall waive and forfeit any and all rights he, she or it may have to appear separately and/or object to or comment on the Settlement.

4.5. Defendant shall pay the photocopying and postage with respect to any communications to Class Members.

5. Settlement Cash Fund

5.1. As consideration for the Release and other mutual promises contained in this Agreement, Defendant will provide a Settlement Cash Fund consisting of $29,000.00 from Defendant Franklin Collection Service, Inc. The parties propose that these monies be divided as follows: (a) Defendant will pay to Plaintiff Conrad: (1) $3,000.00 as a class representative bonus; (2) $1,000.00 for his individual FDCPA claim; and (3) $10,000.00 for his individual TCPA claim; (b) the remaining $15,000.00, the Net Settlement Amount, will be distributed pro rata to those members of the Texas FDCPA class who fill complete and return a proof of claim form. A check in the amount of $14,000.00 – which check is reflect the total of Plaintiff Conrad's (1) $3,000.00 as a class representative bonus; (2) $1,000.00 individual FDCPA claim; and (3) $10,000.00 individual TCPA claim payment – will be sent from Defendant's Insurer made out to the IOLTA Account of Howie Law, P.C. within five (5) business days of the Effective Date of the Settlement. The $15,000.00 to be distributed to the class will be paid to the Settlement Administrator, who will distribute the monies to the Class Members.

5.2. Other than the Settlement Cash Fund specifically provided for in this section, the Defendant shall not be obligated to provide any further benefit to any Class Member.

5.3. Defendant shall pay the reasonable expenses incurred in connection with administering and distributing the Settlement Cash Fund set forth in this ¶ 5, and will pay photocopying and postage costs with respect to any communications by Defendant to Class Members.

6. Payments to Eligible Settlement Class Members

6.1 Any class member may submit a claim by timely submitting a proof of claim form. The proof of claim form must include information regarding the Eligible Settlement Class Member's current address and signature to confirm that such class member received the letters threatening litigation from the Defendant. Each class member who submits a Qualifying Claim Form, as determined by the Settlement Administrator, shall be considered to be an Eligible Settlement Class Member and shall be entitled to one *pro rata* share of the Net Settlement Amount. The Settlement Administrator will calculate each Eligible Settlement Class Member's *pro rata* share of the Net Settlement Amount by dividing the total number of valid claims submitted by Eligible Settlement Class Members into the Net Settlement Amount to arrive at the individual Class Member payment amount.

7. Release, Waiver and Covenant Not to Sue

7.1. Upon the Effective Date of this Agreement, and in consideration of the promises and covenants set forth in this Agreement, Class Representative and each Class Member, and their respective heirs, executors, administrators, successors, representatives, attorneys, agents, partners, assigns, co-obligors, co-guarantors, guarantors, insurers, sureties, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government or bankruptcy trustees in the capacity as parens patriae or on behalf of creditors or estates of the releasors) (collectively, the "Class Releasing Parties") do hereby unconditionally and irrevocably remise, release, and discharge the Released Parties from, and do hereby unconditionally and irrevocably agree not to commence any action against the Released Parties, any and all past claims in existence at any time up to and including March 5, 2012, counterclaims, action, causes of action, lawsuits, set-offs, costs, losses, rights, or liabilities, of whatever kind or character, direct or indirect, arising at law or in equity, by a right of action or otherwise, whether or not they were asserted or could have been asserted in the Lawsuit, which the Class Releasing Parties or any of them have, may have, or may come to have, individually or as members of a class, against the Released Parties based on, arising out of, or in any way relating or pertaining to correspondence sent to alleged debtors by Defendant in which Defendant is alleged to have threatened to take action that was not intended to be taken, including claims made pursuant to any state or federal statutes governing correspondence sent to alleged debtors associated with the collection of debts. This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion. Liability under the Telephone Consumer Protection Act, 47 U.S.C.A. § 227 *et seq.* is specifically not included in this release.

7.2. In addition to the provisions of ¶ 7.1, the Class Representative and each of the Class Releasing Parties acknowledge that they may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the claims released pursuant to the terms of ¶ 7.1. Nonetheless, each of those individuals expressly agrees that, upon entry of the final judgment contemplated by this Settlement Agreement, he or she, whether a beneficiary of Texas law or otherwise, shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released pursuant to ¶ 7.1, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts. The Class Releasing Parties further agree that this Settlement Agreement and the releases contained herein shall be and remain in full force and effect in all respects notwithstanding any such different or additional facts. Releasing Parties hereby further expressly agree that, upon Final Approval, each will waive and release any and all provisions, rights, and benefits conferred either by the Texas Debt Collection Practices Act, TEX. FIN. CODE § 392.304(19) or by the Federal Fair Debt Collection Practices Act, 15 U.S.C. § 1692e(5) with respect to the claims released pursuant to ¶ 7.1.

8. Attorneys' Fees and Expenses; Incentive Award to Class Representative

8.1. Attorneys' fees will be awarded by the Court to Class Counsel on a lodestar basis and paid by Defendant provided that in no event will the amount of attorneys' fees to be paid to Class Counsel exceed $100,000.00. Class Counsel hereby agree that they will neither seek nor accept attorneys' fees in excess of $100,000.00. Defendant agrees that it will not oppose Class Counsel's request for reasonable attorneys' fees, provided that the requested amounts do not exceed $100,000.00. Class counsel will be awarded litigation expenses paid by the Defendant provided that in no event will the amount of expenses to be paid to Class Counsel exceed $7,000.00. Class Counsel hereby agree that they will neither seek nor accept expenses in excess of $7,000.00. Defendant agrees that it will not oppose Class Counsel's request for reasonable litigation expenses, provided that the requested amounts do not exceed $7,000.00.

Furthermore, Class Counsel represents and warrants that all legal counsel who are entitled to any part of the attorneys' fees or other compensation related thereto shall be compensated from the amount awarded by the Court to Class Counsel. Defendant will pay any such fees and expenses awarded by the Court to Class Counsel separately from the Settlement Cash Fund. Defendant shall make such payment of attorneys' fees and expenses to the law firm of Howie Law, P.C. Howie Law, P.C. shall hold this payment in trust for distribution to Class Counsel.

8.2. Class Counsel will petition the Court for a separate amount to be awarded as an Incentive Award to Class Representative Herman Scott Conrad in the amount of $3,000.00, which will be paid by Defendant from the Settlement Cash Fund. Class Counsel and Class Representative hereby agree that they will neither seek nor accept Incentive Awards in excess of $3,000.00. Defendant agrees that it will not oppose Class Counsel's and/or Class Representative's request for such Incentive Award, provided that the request does not exceed the amount stated in this section and provided that they shall be paid from the Settlement Cash Fund.

8.3. Attorneys' fees, litigation expenses, and the Incentive Award approved by the Court will be paid by Defendant within five (5) business days of the Effective Date of the Settlement. The Incentive Award shall be paid separately and deposited into the Howie Law, P.C. IOLTA account.

9. Final Judgment

9.1. If the Settlement is approved by the Court following the Final Fairness Hearing, the Parties shall request that the Court enter a Final Judgment, substantially in the form attached hereto as Exhibit 3:

9.1.1. finding that notice was provided to the Class in accordance with the Preliminary Approval Order and that the Notice Plan fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process;

9.1.2. approving the Settlement as fair, reasonable and adequate to Class Members in accordance with Federal Rule of Civil Procedure 23;

9.1.3. directing implementation of the Settlement in accordance with its terms;

9.1.4. dismissing with prejudice the Lawsuit;

9.1.5. providing that all Class Members conclusively compromise, settle, discharge, dismiss and release the Released Claims;

9.1.6. providing that neither this Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement, shall be admissible in evidence for any purpose in this or any other proceeding, except that this Agreement and any order granting preliminary or final approval to this Agreement will be admissible for the purpose of obtaining approval of, implementing and/or enforcing this Agreement;

9.1.7. awarding reasonable attorneys' fees and litigation expenses to Class Counsel;

9.1.8. awarding Incentive Awards to the Class Representative; and

9.1.9. reserving jurisdiction, without affecting the finality of the Final Judgment, over implementation, administration and enforcement of the Settlement.

9.2. Entry of a Final Judgment approving this Agreement is a condition precedent to the Parties' respective rights and obligations under this Agreement.

10. Termination

10.1. This Agreement shall terminate and become null and void upon the occurrence of any of the following events:

10.1.1. The Court denies preliminary approval of the Settlement;

10.1.2. The Court denies approval of the Settlement following the Fairness Hearing;

10.1.3. The Court modifies the Class definition to exclude any group of persons not already identified in ¶ 1.22;

10.1.4. Certification of the Class and/or approval of the Settlement is reversed on appeal; or

10.1.5. The Effective Date does not otherwise occur for any reason.

10.2. If this Agreement should terminate or become null and void for any reason, then:

10.2.1. This Agreement and all negotiations and proceedings and releases relating thereto shall be without prejudice as to the rights of any and all Parties to this Agreement, and Parties to this Agreement shall be restored to their respective positions existing as of the date of execution of this Agreement; and

10.2.2. Class Representative and Defendant shall jointly move that any order entered pursuant to this Agreement be vacated and void and all findings withdrawn.

10.3. The following provisions survive termination of this Agreement: ¶ 3.3, ¶ 9.2, and ¶¶ 11.1 through 11.4.

11. No Admissions

11.1. Neither this Agreement, nor any exhibit, document or instrument delivered hereunder is intended to be or shall be construed as or deemed to be evidence of an admission or concession by Defendant or any of the Released Parties of any liability or wrongdoing by Defendant or any of the Released Parties, or of the truth of any allegations asserted by the Class Representative, Class Members or any other person.

11.2. Neither this Agreement, nor any exhibit, document or instrument delivered hereunder is intended to be or shall be construed as or deemed to be evidence of an admission or concession by Defendant or any of the Released Parties that the Settlement Class as defined herein satisfies the requirements for a class action or that a class action should be certified or maintained in this litigation other than for purposes of settlement as provided in this Settlement Agreement. Defendant's agreement to certification of the Settlement Class is for settlement purposes only and is contingent upon the execution by the Parties of this Agreement, Court approval of this Agreement and the occurrence of the Effective Date. If this Agreement is, for any reason, not approved or the Effective Date does not occur, Defendant reserves its right to reassert all of their objections and defenses to certification of any class for trial purposes, and neither Class Representatives nor Class Counsel will offer Defendant's conditional agreement to certification of the Class as evidence in support of a motion to certify any class for trial purposes.

11.3. The Parties expressly acknowledge and agree that this Agreement, along with all related drafts, motions, court papers, conversations, negotiations and correspondence, constitute an offer to compromise and a compromise within the meaning of Federal Rule of Evidence 408 and any equivalent rule of evidence of any state.

11.4. Except as provided in ¶ 11.5, neither this Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement shall be admissible in evidence in this or any other proceeding for any purpose. Without limitation of the foregoing, nothing contained in this Agreement, approved or not approved, nor any exhibit, document or instrument delivered hereunder, nor any statement, transaction or proceeding in connection with the negotiation, execution or implementation of this Agreement, shall be given any form of *res judicata*, collateral estoppel or judicial estoppel effect against Defendant or the Released Parties in any administrative or judicial forum or proceeding.

11.5. Notwithstanding the foregoing, this Agreement, any order granting preliminary or final approval to this Agreement and any appellate decision affirming Final Judgment is admissible only for the purpose of obtaining approval of, implementing and/or enforcing this Agreement.

12. Deadlines and Notices

12.1. Whenever this Agreement requires notice or a document to be given to Defendant, it shall be sent to:

Keith Wier
BUSH & RAMIREZ, L.L.C.
5615 Kirby Drive
Suite 900
Houston, Texas 77005

12.2. Whenever this Agreement requires notice or a document to be given to Class Counsel, it shall be sent to:

John Howie, Jr.
HOWIE LAW, P.C.
4040 N. Central Expressway
Suite 850
Dallas, TX 75204

12.3. Whenever this Agreement provides for a document or form to be sent to the Defendant, Class Counsel, or Court prior to a certain date or deadline, the document or form will be deemed timely (a) if sent by First Class U.S. Mail and the document is postmarked by the U.S. Postal Service on or before the applicable deadline; or (b) if sent by any other method and the document is received by the Defendant, Class Counsel, or Court, whichever is applicable, on or before the applicable deadline.

13. General Provisions

13.1. Class Representative, Class Counsel and Defendant shall cooperate, assist and undertake their best efforts to complete any actions implementing the terms of this Agreement or any order of the Court related to the implementation of this Agreement.

13.2. Class Representative, Class Counsel and Defendant agree that the terms of this Agreement were not based solely on the consideration provided, but were also based on (a) vigorous arm's length negotiations among counsel for the Parties; (b) the assessment of counsel for the Parties of the strength and weaknesses of the claims asserted in the Lawsuit and the Released Claims; and (c) the expense and burden of ongoing litigation.

13.3. The undersigned attorneys for the Class Representative represent and warrant that they have the authority to enter into this Agreement on behalf of the Class Representative.

13.4. Defendant represents and warrants that it has all requisite corporate power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendant of this Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendant. This Agreement has been duly and validly executed and delivered by Defendant's authorized agent.

13.5. The headings of the sections and paragraphs of this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

13.6. This Agreement constitutes the sole and entire Agreement among the Parties with regard to the subject of this Agreement and the Released Claims and supersedes any prior negotiations, representations, promises or warranties (oral or otherwise) made by any Party or its agents, attorneys, employees or representatives concerning the subject of this Agreement. No Party shall be liable or bound to any other Party for any prior negotiation, representation, promise or warranty (oral or otherwise) except for those expressly set forth in this Agreement.

13.7. This Agreement cannot be amended or modified except by a writing signed by Class Counsel and Defendant and approved by the Court.

13.8. The Parties assume joint responsibility for the form and composition of each and all provisions of this Agreement. The Parties further agree that this Agreement shall be interpreted as though each of the Parties participated equally in the drafting of the provisions. No Party shall assert that a provision should be construed against its drafter.

13.9. Each and every term of this Agreement shall be binding upon and inure to the benefit of the Class Representative, Class Members, Defendant, the Released Parties (who are intended beneficiaries of this Agreement), and any of their respective heirs, administrators, successors and personal representatives. No other beneficiary to this Agreement is intended.

13.10. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

13.11. Except as otherwise specifically addressed in this Agreement, no Party shall be liable for any costs or expenses incurred by or on behalf of another Party in connection with this Agreement and the actions contemplated thereby.

13.12. This Agreement shall not expand the rights of any persons who are not Parties hereto, Class Members or Released Parties, and no person who is not a Party to this Agreement, a Class Member or a Released Party shall acquire any rights hereunder, whether as a purported third-party beneficiary or otherwise.

13.13. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Any motion, petition, application, action or proceeding to construe or enforce this Agreement shall be submitted to the United States District Court for the Northern District of Texas, Dallas Division.

13.14. This Agreement may be executed in separate counterparts, each of which when so executed shall constitute an original, but all of which together shall constitute the same instrument.

13.15. Except with the written consent of the other parties, no party to this Settlement Agreement nor any party's counsel nor representative will issue any press release, publicity notice, statement or communication to the press or media of any kind regarding the Lawsuit or proposed Settlement prior to an Order being issued by the Court denying or granting preliminary approval of this proposed Settlement. Prior to an Order being issued by the Court preliminarily denying or approving the Settlement, in response to any inquiry by the press or media, the parties and counsel will respond only by stating "no comment" or by referring the inquiring party to the official Court file. No party or party's counsel shall make any statements, to the press or otherwise, stating or suggesting that either party has through this Settlement Agreement prevailed or established the propriety of its claims or defenses or that the other party has lost on or acknowledged the invalidity of its claims or defenses. In the event that the Court does not approve the Settlement, no party to this Settlement Agreement nor any party's counsel nor representative will solicit or suggest an inquiry from the media or press regarding the Lawsuit or proposed Settlement, however, in the event of disapproval of the Settlement, a party or the party's counsel may answer inquiries from the media or press regarding the Lawsuit and proposed Settlement with objective statements of fact or good faith statements of counsel's opinion. In the event that the Court approves the Settlement, on a preliminary or final basis, the Parties agree that they will exchange proposed press releases regarding this Settlement. The Parties further agree that neither will issue a press release regarding this Settlement that has not been approved by the other, such approval not to be unreasonably withheld.

13.16. The parties agree that in the event this settlement is appealed by an objector, Defendant shall pay interest on the amounts, including attorneys' fees and costs awarded by the Court referenced above, at 5% simple interest.

13.17. Notwithstanding the provisions contained in ¶ 13.15, Plaintiff agrees not to publicize the Settlement Agreement (including but not limited to websites, print, or other media) or the terms of the settlement until the one year anniversary of the order approving the settlement. Plaintiff agrees not to use the names of the Defendant in any advertising.

AGREED this 30th day of April, 2012.

HOWIE LAW, P.C.

By John Howie Jr (WDR by permission)
John Howie, Jr.

Class Counsel on Behalf of Class Representative

DEFENDANT FRANKLIN COLLECTION SERVICE, INC.

By Sherri Y McClain

Name: Sherri Y McClain

Title: Compliance Officer

LAW OFFICES OF BEN C. MARTIN, L.L.P.

By Ben C. Martin (WDR by permission)
Ben C. Martin

Class Counsel on Behalf of Class Representative

THE ROPER FIRM, P.C.

By ______________________
Walt D. Roper

Class Counsel on Behalf of Class Representative

BUSH & RAMIREZ, L.L.C.

By Keith Wier
Keith Wier

Attorney for Franklin Collection Service, Inc.

HERMAN SCOTT CONRAD

By ______________________
Herman Scott Conrad

Plaintiff and Class Representative

AGREED this _____ day of April, 2012.

HOWIE LAW, P.C.

By ______________________________
John Howie, Jr.

Class Counsel on Behalf of Class Representative

DEFENDANT FRANKLIN COLLECTION SERVICE, INC.

By ______________________________

Name: ______________________________

Title: ______________________________

LAW OFFICES OF BEN C. MARTIN, L.L.P.

By ______________________________
Ben C. Martin

Class Counsel on Behalf of Class Representative

THE ROPER FIRM, P.C.

By ______________________________
Walt D. Roper

Class Counsel on Behalf of Class Representative

BUSH & RAMIREZ, L.L.C.

By ______________________________
Keith Wier

Attorney for Franklin Collection Service, Inc.

HERMAN SCOTT CONRAD

By ______________________________
Herman Scott Conrad

Plaintiff and Class Representative

EXHIBIT C.1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONRAD, Individually and on Behalf of All Other Persons Similarly Situated,	§	
	§	
Plaintiff,	§	
v.	§	**CASE NO. 3:10-cv-02196-M**
	§	
FRANKLIN COLLECTION SERVICE, INC.,	§	
	§	
Defendant.	§	

NOTICE OF CLASS ACTION SETTLEMENT

NOTICE IS HEREBY GIVEN THAT, pursuant to the Order of the United States District Court for the United States District Court for the Northern of Texas, (the "Court"), dated the _____ day of ___________________________, 2012, it was determined that the above-captioned lawsuit may be settled on behalf of a Class of plaintiffs (the "Class") pursuant to Rule 23 of the Federal Rules of Civil Procedure ("Rule 23"). The Class is defined as follows:

> All persons who reside in the State of Texas from whom, on or after November 1, 2009 Franklin Collection Services, Inc. sought to collect, or did collect, consumer debt less than or equal to $500 and to whom Franklin Collection Services sent a letter or notice in the form represented by either Exhibit "A" or Exhibit "B" in connection with the collection of such debt.

YOU HAVE NOT BEEN SUED IN THIS MATTER. This letter is a notice that you may be entitled to benefit as a member of the Class. According to the records of Franklin Collection Service, Inc., you are identified as a person who is a member of the above-described Class.

This Notice is given to inform you about this lawsuit so that you may have an opportunity to comment on and participate in the benefits of the proposed settlement or, alternatively, request that you be excluded from the Class.

NATURE OF THIS LAWSUIT

Summary of the Litigation - The Plaintiff alleges that the Defendant sent letters to the Plaintiff and other members of the class in which the Defendant threatened to take legal action to collect debts, when in fact Defendant had never actually intended to take such actions. Plaintiff alleges that these such letters were sent in violation of the Fair Debt Collection Practices Act. This lawsuit sought to recover statutory damages, costs and attorneys' fees from Defendant for its alleged violation of the law. Plaintiff has not alleged that Defendant's actions were the cause of any actual damages to him or any member of the Class that he seeks to represent.

The statute under which this suit was brought, the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq* ("FDCPA"), limits the amount of statutory damages for which a defendant can be held liable. Defendant denies that it has any liability to Plaintiff or the Class, but has agreed to settle this case based on the likely high cost of protracted litigation. Defendant asserts that even if it does have liability, such liability is limited by statute to one percent of its net worth, which is approximately $8,831.56. Dividing that amount among the entire class would result in a distribution of only $1.13 per class member. Furthermore, that exposure assumes that the Court would award the maximum statutory penalty permitted by law, which is not a requirement of the FDCPA.

This description of Plaintiff's claims and Defendant's response is general and does not cover all of the claims and contentions of the parties. For a complete statement of all the contentions and proceedings in this case, you should consult the files relating to this lawsuit, which are available for your inspection at the office of the United States District Clerk, 1100 Commerce Street, Room 1452, Dallas, Texas 75242 or available online at www.pacer.gov.

B. Certification of the Class

The Class was conditionally certified pursuant to Rule 23 as a class action. The Court has appointed the Named Plaintiff, Herman Scott Conrad, as the representative of the Class, and his attorneys, John Howie, Jr., Ben C. Martin and Walt D. Roper as Counsel for the Class.

C. Settlement of the Lawsuit

The Class consists of approximately 7,791 people. Under the terms of the proposed settlement Defendant has agreed to provide the following relief to Plaintiff and the Class:

1. $15,000.00 will be distributed pro rata to the Eligible Settlement Class Members. The payment to each Eligible Settlement Class Members shall be calculated by dividing the total number of valid claims submitted by Eligible Settlement Class Members into the Net Settlement Amount ($15,000.00) to arrive at the individual Class Member payment amount. **Any class member can become an Eligible Settlement Class Member by timely completing and submitting the attached proof of claim form to The Claims Administrator. Your completed proof of claim form must be postmarked by ____________________.**

2. Defendant will also pay Named Plaintiff his individual claim for statutory damages in the amount of $1,000.00, as provided for in 15 U.S.C. § 1692k and a $3,000 incentive award for acting as the Plaintiff on behalf of the class.

3. Defendant shall bear the costs of class administration and (subject to approval of the Court) pay the reasonable attorney's fees of Plaintiff's attorneys' in an amount not to exceed $100,000.00.

4. Defendant will pay the litigation expenses of Plaintiff's attorneys' in an amount not to exceed $7,000.00, subject to approval of the Court.

5. Defendant shall bear the costs of class administration and shall pay First Class Inc., an independent claims administrator, to do administer the class notice, receive and process the proofs of claim, and distribute the settlement funds.

6. Upon final approval of the settlement the Court will enter a judgment dismissing the lawsuit with prejudice and releasing Defendants of all liability to Plaintiff and the Class for the Released Claims.

All checks to Class Members will expire after 120 days. Any portion of the Class Settlement Fund that is unclaimed by the Class, because the settlement check was returned as undeliverable or without a forwarding address, or because the check remains uncashed 120 days after distribution, or any funds otherwise remaining after the distribution was calculated, shall be paid to the United States Consumer Financial Protection Bureau as a *cy pres* remedy.

The Fair Debt Collection Practices Act provides for the recovery of actual and statutory damages as well as payment of costs and reasonable attorneys' fees to a successful plaintiff. This lawsuit only seeks statutory damages, and the maximum amount of statutory damages recoverable in a class action on behalf of all class members under the FDCPA would be limited to not more to one percent of its net worth, which is approximately $8,831.56. There is no guarantee, however, that the maximum statutory damages would be awarded.

D. Your Options

1. **Particating in the Settlement and Receiving a Cash Payment**

If you wish to become an Eligible Settlement Class Member and receive a check for your pro rata share of the Net Settlement Amount you must complete and submit the attached proof of claim form. Your completed proof of claim form must be postmarked by ___________.

2. **Opting out of the Settlement**

If you do not want to be a member of the Class, you have the right to opt out or exclude yourself from the Class by sending to Class Counsel at the address listed below a written request for exclusion. However, if you exclude yourself from the Class you will not be entitled to share in the Class recovery, nor will you be bound by the judgment in this matter. If you want to exclude yourself from the Class you must send a letter requesting exclusion that contains your name, address, and the name and number of this case to: First Class Inc./J11729 – CONRAD, 5410 W. Roosevelt Rd., Suite 222, Chicago, IL 60644-1479. Your request for exclusion must be postmarked by ______________________________.

Any member of the Class who opts out will not receive any portion of the settlement benefits and will not be subject to the Settlement Agreement or any final judgment in this case. Opting out of the settlement will allow you to exercise your right to bring your own individual action. However, there is no guarantee that a court would award you any individual damages.

3. Objecting to the Settlement

If you elect to remain as a member of the Class you also have the right to object to the proposed settlement by filing and serving a written objection. If you wish to file an objection, you, or personal counsel retained at your expense, must file the Objection with the Court, with copy to all counsel, by 5:00 pm on ______. Your objection must be in writing and must provide a detailed description of the nature and basis for each objection, your name, address and telephone number and, if represented by personal counsel, counsel's name, address, and telephone number.

If you have filed a timely objection that complies with all the requirements above, you may appear at the Fairness Hearing, either in person or through personal counsel retained at your expense, to voice an objection to the Settlement or to comment on the Settlement. If you or your attorney wish to appear at the Fairness Hearing you must make such a request in writing and file it with the Court, with service copy to all counsel by first-class mail, no later than the above deadline. The written request to appear must include the name, address and telephone number of the person who will appear at the Fairness Hearing and a copy of the written objection to the Settlement.

In addition, if you have retained an attorney to represent you in asserting an objection to the Settlement, that attorney must file with the objection a statement that identifies all other class action cases in which the attorney, or any member of the attorneys' firm, has appeared either as counsel on behalf of an objecting class member or as lead counsel on behalf of a class, including the case style, case number, and court. Such statement shall detail the ultimate disposition of any objection filed by the attorney in any class action case and describe whether the objection was resolved for a payment of fees with no alteration to the underlying class action settlement agreement or, in the event the objection was resolved with an enhancement to the underlying class action settlement agreement, describe those enhancements and how the class action settlement was modified. Any notice and/or statement described above shall be filed with the Court, with service copy to all counsel by first-class mail, no later than the above deadline.

Class Members and any other persons who fail to file their notices and objections properly or timely with the Court Clerk, or fail to serve such notices and objections on Class Counsel and Defendant's Counsel timely will not be heard during the Fairness Hearing and the Court will not consider their objections. Any notice required by this paragraph shall be served on Class Counsel and Defendant's Counsel by certified mail, hand-delivery, or facsimile transmission. No objection shall be heard by the Court which: (a) does not comply with these requirements; (b) is not timely filed with the Court; or (c) is not timely served on listed counsel.

Until the Fairness Hearing described above, or further order of the Court, all Class Members are hereby preliminarily enjoined and ordered not to file, institute or prosecute any lawsuit or claim against Defendants or any of their principals, partners, officers, directors, shareholders, parent, affiliate, and subsidiary entities, managers, employees, agents, representatives, successors, assigns, insurance carriers, clients, and attorneys arising out of or related to the same or similar circumstances, transactions or occurrences as are alleged in this case. The preliminary injunction ordered in this paragraph shall cease to be effective and binding upon any Class Member acting solely in his or her individual capacity upon the date of such Class Member opting out of the settlement as described above.

You must mail your objection, postmarked on or before ___________, to the following address:

Clerk of the United States District Court
1100 Commerce Street, Room 1452
Dallas, Texas 75242

You must also mail a copy of any objection, postmarked on or before ________________________, to Class Counsel and Counsel for Defendants at the following addresses:

Class Counsel:

John Howie, Jr.
HOWIE LAW, P.C.
4040 N. Central Expressway, Suite 850
Dallas, TX 75204
214-622-6340
214-622-6341 Facsimile

Ben C. Martin
Thomas Wm. Arbon
LAW OFFICES OF BEN C. MARTIN, L.L.P.
2100 McKinney Avenue, Suite 1975
Dallas, TX 75201
214-761-6614
214-744-7590 Facsimile

Walt D. Roper
THE ROPER FIRM, P.C.
3001 Knox Street, Suite 405
Dallas, TX 75205
214-420-4520
214-856-8480 Facsimile

Defense Counsel:

Keith Wier
Bush & Ramirez, L.L.C.
5615 Kirby Drive, Suite 900
Houston, Texas 77005
713/626-1555
713/622-8077 (facsimile)

NOTICE IS HEREBY GIVEN THAT a hearing will be held before the Honorable Barbara M. G. Lynn, United States District Judge for the Northern District of Texas, on ______________________________, at __________ ___.m., in the United States District Court for the Northern District of Texas, Dallas, Texas. This hearing will be held to determine if the proposed settlement is fair, reasonable, and adequate and should be approved and the lawsuit dismissed with prejudice. If the proposed settlement is approved, it will be binding and will release Defendant from any and all released claims that were asserted or could have been asserted by any of the Class Members.

Questions concerning this class action litigation should be directed to Class Counsel at the addresses above.

PLEASE DO NOT CALL THE JUDGE OR THE COURT CLERK

The Collection Firm
of
Franklin Collection Service, Inc.
PO Box 2300
Tupelo, MS 38803-2300

TOLL FREE: (888) 215-8962

NOTICE DATE: DECEMBER 08, 2009

PAY ANYTIME: (866)319-0760
OR
WWW.FRANKLINSERVICE.COM

CASE NUMBER:	01-015589695
BALANCE DUE:	$150.00
TOTAL DUE ALL CREDITORS:	$150.00

BEWARE, OUR CLIENT, PENDING NOTIFICATION, MAY AUTHORIZE A LAW FIRM TO FILE A CIVIL LAWSUIT AGAINST YOU. THIS LAWSUIT, IF FILED, WILL BE IN THE JURISDICTION WHERE YOU CAN BE FOUND TO BE SERVED.

ALSO, BE ADVISED TO AVOID THE POSSIBILITY OF INCURRING COURT COST, IF ALLOWED, THIS DEBT MUST BE PAID IN FULL.

THE AMOUNT OF YOUR DEBT, CLIENTS, AND CIVIL LAWS IN YOUR JURISDICTION MAY ALLOW SUIT TO BE FILED ON YOUR CASE. CALL (888) 215-8962 IF YOU WANT TO KNOW IF YOU ARE GOING TO BE SUED.

CAUTION
INCLUDE YOUR CASE NUMBER AND MAIL THIS NOTICE WITH PAYMENT IN FULL
* FOR PROPER CREDIT *

ANY ATTORNEY RETAINED BY THIS FIRM WILL MEET THE REQUIRED QUALIFICATIONS TO PURSUE ALL MEANS NECESSARY TO RESOLVE THIS DEBT.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

BUSINESS HOURS: MONDAY - FRIDAY 8 A.M. TO 9 P.M. CENTRAL STANDARD TIME

PARA ASISTENCIA IN ESPANOL, CONTACTENOS AL 1-866-312-5180

THIS COULD BE YOUR FINAL WRITTEN NOTICE FROM US

FRANKLIN COLLECTION SERVICE, INC.
* THIS BALANCE MAY INCLUDE OTHER CREDITORS NOT LISTED.

Form LX-01

EXHIBIT
A

THE COLLECTION FIRM OF
FRANKLIN COLLECTION SERVICE, INC.
P. O. Box 3910 Tupelo, MS 38803

Toll Free: 1-888-215-8962

LITIGATION IS COSTLY!

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE OFFICER OF THE COURT AND THE COURT MUST BE PAID FOR THE SERVICES THEY RENDER AND ALL SUCH COSTS MAY BE CHARGED TO YOU BY THE COURT IF A JUDGEMENT IS ENTERED. HOWEVER, WE SELDOM RESORT TO LITIGATION IF YOU ACT IN GOOD FAITH. AT THIS TIME THERE HAS BEEN NO CIVIL ACTION FILED OR JUDGEMENT OBTAINED. TO PAY IN FULL IMMEDIATELY YOU MAY CALL OUR PAY ANYTIME LINE, 866-319-4760 OR VISIT OUR WEB SITE. WWW.FRANKLINSERVICE.COM.

CASE NUMBER 01558 9695

DATE JANUARY 05, 2010

Unit Manager Mr. Robinson

YOUR DELINQUENT ACCOUNT WITH	AMOUNT DUE
MARCUM AND WALLACE HOSP.	150.00

TO BE SURE OF PROPER CREDIT AND TO STOP FURTHER PROCEDURES, RETURN THIS NOTICE WITH PAYMENT IN

Blumberg No. 5119
EXHIBIT
B

First Class, Inc. / J11729 - CONRAD
5410 W Roosevelt Rd Suite 222
Chicago, IL 60644-1479

PROOF OF CLAIM FORM

PRESORTED
FIRST-CLASS MAIL
U.S. POSTAGE
PAID
CHICAGO IL
PERMIT NO. 3182

ELECTRONIC SERVICE REQUESTED

11651 0033
JOHN Q SAMPLE
1234 ANY STREET
CITY, ST ZIP

RE: CONRAD V FRANKLIN COLLECTION SERVICES, INC.
CASE NO. 3:10-CV-02196-M

IMPORTANT: THIS CLAIM FORM MUST BE POSTMARKED ON OR BEFORE XXXXX, 2012 AND MAILED TO THE FOLLOWING ADDRESS:

First Class, Inc. / J11729 - CONRAD
5410 W. Roosevelt Rd., Ste 222
Chicago, IL 60644-1479

I HEREBY CERTIFY THAT I AM THE ABOVE-IDENTIFIED CLASS MEMBER TO WHOM FRANKLIN COLLECTION SERVICES SENT A LETTER OR NOTICE IN THE FORM REPRESENTED BY EITHER EXHIBIT "A" OR EXHIBIT "B" IN CONNECTION WITH THE COLLECTION OF A DEBT.

SIGNATURE: ____

PLEASE LEGIBLY PRINT THE FOLLOWING INFORMATION:

IF YOUR NAME DIFFERS FROM THAT WHICH APPEARS ON THE MAILING LABEL, PLEASE NOTE THE NAME OF THE PERSON TO WHOM THIS NOTICE WAS ADDRESSED HERE:

NAME	

IF THIS NOTICE WAS MAILED TO AN ADDRESS OTHER THAN YOUR CURRENT ADDRESS, PLEASE NOTE THE ADDRESS HERE:

ADDRESS:	
CITY/ST/ZIP:	

PLEASE SEND BACK THE ENTIRE PAGE

EXHIBIT C.2

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONRAD, Individually and on Behalf of All Other Persons Similarly Situated,	§	
	§	
Plaintiff,	§	
v.	§	**CASE NO. 3:10-cv-02196-M**
	§	
FRANKLIN COLLECTION SERVICE, INC.,	§	
	§	
Defendant.	§	

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This cause comes before the Court on the joint motion of Plaintiff and Defendant for preliminary approval of a Class Action Settlement Agreement. Movants appeared through their respective attorneys of record. Pursuant to Fed. R. Civ. P. 23(e), the parties have submitted a proposed Settlement Agreement to the Court for preliminary approval, which proposed Settlement Agreement has been filed in the papers in this cause. The parties have requested approval of: (i) the form of notice to the class; (ii) the proposed class certification for settlement purposes only; and (iii) the terms of the proposed Settlement Agreement.

After consideration of the evidence, the papers filed in the above-referenced cause and the argument of counsel, the Court has made a preliminary determination that: (i) the proposed settlement class is potentially certifiable under Fed. R. Civ. P. 23(b)(3); and (ii) the proposed settlement of the claims of the class against Defendant appears to be fair, adequate, and reasonable, and therefore, within the range of approval.

The Court further finds that the efforts of Defendant to identify Class Members and obtain their last known addresses from its records and the parties' proposal to send each Class

Member written notice by first class U.S. mail, with forwarding address requested, is calculated to provide the best notice practicable to all Class Members within the meaning of Fed. R. Civ. P. 23(c)(2) and (e).

The Court also finds that the proposed form of notice and proof of claim form is adequate and will give all Class Members sufficient information to enable them to make an informed decision as to whether to remain Class Members, opt out, or object to the proposed settlement and its terms.

IT IS THEREFORE ORDERED THAT pursuant to Fed. R. Civ. P. 23(e), a class is conditionally certified for settlement purposes only, under Fed. R. Civ. P. 23(b)(3) as: "All consumers who reside in the State of Texas against whom Defendant or their agents sought to collect, or did collect, consumer debt less than or equal to $500 and to whom Franklin Collection Services sent a letter or notice in the form represented by either Exhibit "A" or Exhibit "B" in connection with the collection of such debt. The class period is limited to debt collection activities from November 9, 2009 to March 5, 2012." The Settlement Class does not include any employee of any Defendant, the judges assigned to this action or the relatives of any such employee or judge. Defendant has represented that the Class consists of approximately 7,791 persons.

The Court will hold a hearing, pursuant to Rule 23(c) and (e) at the time and place indicated below for the purpose of determining: (i) whether the conditionally certified settlement class meets the requirements for class certification under Rule 23; (ii) whether the proposed settlement is fair, reasonable and adequate, and should, therefore, be approved; (iii) the amount of attorneys' fees and expenses that should be awarded to Class Counsel; and (iv) the award of an incentive payment to the Class Representatives.

The Fairness Hearing will be held on the _____ day of __________________________, 2012 at ______ _.m., at:

United States District Court for the Northern District of Texas
Dallas Division
Courtroom of the Hon. Barbara M.G. Lynn
United States Courthouse
1100 Commerce Street, Room 1572
Dallas, Texas 75242

The Plaintiff, Herman Scott Conrad, is appointed as the Class Representative for the settlement class, and the following attorneys are appointed as Class Counsel:

John Howie, Jr.
HOWIE LAW, P.C.
4040 N. Central Expressway, Suite 850
Dallas, TX 75204
214-622-6340
214-622-6341 Facsimile

Ben C. Martin
Thomas Wm. Arbon
LAW OFFICES OF BEN C. MARTIN, L.L.P.
2100 McKinney Avenue, Suite 1975
Dallas, TX 75201
214-761-6614
214-744-7590 Facsimile

Walt D. Roper
THE ROPER FIRM, P.C.
3001 Knox Street, Suite 405
Dallas, TX 75205
214-420-4520
214-856-8480 Facsimile

Notice of the preliminary certification of the class action for settlement purposes only, the proposed settlement, and the final approval hearing shall be given by Defendant or its designated claim administrator to the settlement class by mailing the Class Notice and Proof of Claim Form, the form of which was attached to the Settlement Agreement as Exhibit 1, to members of the settlement class by U.S. mail, first-class, with address correction requested, in accordance with the terms of the Settlement Agreement, which Notice shall be mailed no later than 30 days from entry of this Order.

A Class Member may opt out of the Class no later than 14 calendar days before the Final Settlement Approval Hearing. To opt out of the Class, a Class Member must complete and return to Class Counsel a request for exclusion, as described in the Class Notice, which request for exclusion shall be post-marked no later than 14 calendar days before the Final Settlement Approval Hearing. Any member of the Class who opts out shall not be subject to the Settlement Agreement or any final judgment in this case and shall not participate in the class recovery.

No member of the Class, or any other person, shall be heard at the Fairness Hearing in opposition to class certification, class settlement, Class Counsel's proposed attorneys' fees and expenses or the proposed Class Representatives' award unless not later than twenty-one (21) days prior to the Final Fairness hearing, such Class Member or other person files with the Clerk of the Court and serves upon counsel listed below an objection containing, at a minimum, the following information: (i) a statement of each objection being made, which shall contain a detailed description of the facts underlying each objection and a detailed description of the legal authorities underlying such objection; (ii) a statement of whether the objector intends to appear at the Fairness Hearing; (iii) a list of witnesses whom the objector may call by live testimony, oral deposition testimony or affidavit during the Fairness Hearing; and (iv) a list of the exhibits which the objector may offer during the Fairness Hearing, along with copies of all of the exhibits.

Class members, or any other person objecting to the proposed settlement, shall file any such notices and objections with the Court and serve their notice of objections upon Class

Counsel and counsel for Defendant no later than 14 calendar days before the Final Settlement Approval Hearing. Class Members, or any other person, who fail to properly or timely file their notices and objections with the Court, or fail to timely serve such notices and objections on Class Counsel and Counsel for Defendant, shall not be heard during the Fairness Hearing and the Court will not consider their objections. Any notice required by this paragraph shall be served on Class Counsel and Counsel for Defendant by certified mail, hand-delivery, or facsimile transmission. No objection shall be heard by the Court which does not comply with these requirements, which is not timely filed with the Court, or which is not timely served on listed counsel.

Until the Fairness Hearing described above, or further order of this Court, all Class Members are hereby preliminarily enjoined and ordered not to file, institute or prosecute any lawsuit or claim against Defendant or any of its principals, partners, officers, directors, shareholders, parent, affiliate, and subsidiary entities, managers, employees, agents, representatives, successors, assigns, insurance carriers, clients, and attorneys arising out of or related to alleged violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* ("FDCPA"), Texas Debt Collection Act, Tex. Fin. Code § 392.001, *et seq.*, or any other statutory or common law cause of action relating to the collection of debts. The preliminary injunction ordered in this paragraph shall cease to be effective and binding upon any Class Member acting solely in his or her individual capacity upon the date of such Class Member opting out of the settlement as provided herein.

This Order shall not be construed or deemed to be a finding of this Court or evidence of a presumption, implication, concession, or admission by any Defendant concerning (1) any alleged liability, fault, or wrongdoing by Defendant(s); (2) the appropriateness of any measure of alleged loss or damages; or (3) the appropriateness of class certification for any purposes other than Settlement. If the Settlement Agreement is terminated pursuant to its terms, or if the Settlement is not approved or consummated for any reason whatsoever, the certification shall be vacated and the Settlement and all proceedings had in connection therewith shall be without prejudice to the *status quo ante* rights of the parties to this action.

SIGNED this _____ day of __________________________, 2012.

____
JUDGE PRESIDING

EXHIBIT C.3

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONRAD, Individually and on Behalf of All Other Persons Similarly Situated,	§	
Plaintiff,	§	
v.	§	**CASE NO. 3:10-cv-02196-M**
FRANKLIN COLLECTION SERVICE, INC.,	§	
Defendant.	§	

FINAL JUDGMENT

This case has come before the Court for final approval of the Class Action Settlement Agreement and for dismissal of this action pursuant to the terms of the Class Action Settlement Agreement, due notice to the Class having been given pursuant to the Court's order of ____________________________.

The parties appeared through their respective attorneys of record and announced ready to proceed, and the Court conducted a final fairness hearing on the proposed class settlement as contemplated by Fed. R. Civ. P. 23.

THE COURT HEREBY FINDS THAT:

1. The parties entered into a Class Action Settlement Agreement ("Settlement Agreement") dated as of April 30, 2012.

2. Within ten days of filing the proposed settlement with the Clerk of the Court, the Defendant complied with the requirements of 28 U.S.C. § 1715 (Notifications to appropriate Federal and State officials).

3. By Order dated ___________________________, the Settlement Agreement was preliminarily approved by the Court, pursuant to Fed. R. Civ. P. 23, and this Court certified the

settlement class, consisting of: "all consumers who reside in the State of Texas against whom Defendant or their agents sought to collect, or did collect, consumer debt less than or equal to $500.00 and to whom Franklin Collection Services sent a letter or notice in the form represented by either Exhibit "A" or Exhibit "B" in connection with the collection of such debt. The class period is limited to debt collection activities from November 9, 2009 to the date of class certification." The Settlement Class does not include any employee of any Defendant, the judges assigned to this action or the relatives of any such employee or judge.

4. Defendant has represented to the Court that the Class consists of approximately 7,791 persons.

5. The Complaint in this action alleges that Defendant violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq* ("FDCPA") and the Texas Debt Collection Act, TEX. FIN. CODE § 392.001, *et seq.* ("TDCA"). Defendant denies Plaintiff's allegations and asserts, *inter alia*, that its conduct was not in violation of either of those statutes. The settlement does not constitute an admission of liability by Defendant, and the Court expressly does not make any finding of liability or wrongdoing by Defendant.

6. On __________________________, after consideration of the evidence, the papers filed in the above-referenced cause and the argument of counsel, the Court made a preliminary determination that: (i) the proposed settlement class was potentially certifiable under Fed. R. Civ. P. 23(b)(3); and (ii) the proposed settlement of the claims of the class against Defendant appeared to be fair, adequate, and reasonable, and therefore, within the range of approval.

7. The Notice that was approved by the Court and mailed to the members of the Class gave fair, adequate, and reasonable notice to the members of the Class of the nature of this action, the potential liability of Defendant, Defendant's defenses, the terms of the settlement, the proposed

compensation to the Class, the proposed compensation to the Class Representative, the proposed payment to Class Counsel, the method by which they could opt out, and the method by which they could object to the Settlement.

8. Pursuant to the provisions of the Settlement Agreement and the preliminary approval order, the Class Notice was mailed by Defendant to all members of the Settlement Class.

9. No objections were received and no members of the Settlement Class sought leave of this Court to intervene.

10. Members of the class elected to opt out of this action. Those persons, if any, are listed on the attached Exhibit____ and are excluded from the Settlement Class. They shall not be bound by the settlement or the release.

11. The procedures set forth in the Settlement Agreement and the preliminary approval order for opting out or objecting are fair, adequate, and reasonable.

12. The proposed settlement is fair, reasonable, and adequate and meets the requirements of FED. R. CIV. P. 23.

13. The Settlement Agreement calls for Defendant to provide a *pro rata* payment to each Eligible Settlement Class Member calculated by dividing the total number of valid claims submitted by Eligible Settlement Class Members into the Net Settlement Amount ($15,000.00) to arrive at the individual Class Member payment amount. Such payment shall be made within thirty (30) days of the date that this order becomes final.

14. The Court finds that pursuant to 15 U.S.C. § 1692k Plaintiff is entitled to recover his individual statutory damages claim in the amount of $1,000. Additionally, the Court hereby approves an additional incentive award of $3,000.00 to the Plaintiff. Such payment shall be made within five (5) business days of the date that this order becomes final.

15. The Court finds that Class Counsel have secured such payments for the benefit of the Class, and that they should be compensated for their reasonable and necessary attorneys' fees in this case in the amount of $100,000, which is to be paid by Defendant within five (5) business days of the date that this order becomes final in addition to the compensation to Plaintiff and the Class.

16. The Court finds that Class Counsel have secured such payments for the benefit of the Class, and that they should be compensated for their reasonable and necessary litigation expenses in this case in the amount of $7,000, which is to be paid by Defendant within five (5) business days of the date that this order becomes final..

17. The Court finds the settlement to be fair, adequate and reasonable for the following reasons, among others: (1) the Class is receiving compensation in the form of *pro rata* payments; (2) there has been no admission of wrongdoing, and Defendant has not been found to have acted unlawfully; (3) furthermore, the complete lack of objections by class members is further evidence of the fairness, reasonableness, and adequacy of the settlement.

18. The underlying debts, which Defendant was attempting to collect, are in no way affected by the Settlement Agreement or this judgment, and nothing contained herein or in the Settlement Agreement shall prevent Defendant or their successors in interest from continuing to attempt to collect the debts allegedly owed by the Class Members. Furthermore, nothing contained herein or in the Settlement Agreement shall bar the assertion of any defenses to such debts that are not related to or arising out of the released claims.

19. The Court finds the settlement negotiations were conducted at arms-length and in good faith among all counsel and that the terms of the Settlement Agreement are fair, reasonable and adequate to Plaintiff and all members of the Class.

20. Within thirty (30) days after this order becomes final all payments required by the settlement shall be made by Defendant (or, at Defendant's sole discretion, its designated claims administrator).

21. Payment by the Defendant of the attorneys' fees of $100,000 and expenses of $7,000 to Class Counsel as set forth above is hereby approved as such fees and expenses are reasonable in this case.

IT IS THEREFORE, ORDERED THAT:

1. The settlement agreement dated April 30, 2012 is hereby approved.

2. For Herman Scott Conrad, his heirs, executors, administrators, successors, assigns, and attorneys, the Court hereby releases, acquits, and forever discharges Defendant Franklin Collection Service, Inc., and all persons, natural or corporate, in privity with them or any of them, including, but not limited to their principals, supervisors, employees, agents, representatives, officers, collectors, collection agencies, servicers, directors, shareholders, attorneys, insurers, parent corporations, subsidiary corporations, affiliates, franchisers and/or franchisees from any and all claims, actions, causes of action, demands, rights, damages, costs, attorneys' fees, expenses, and compensation whatsoever that Herman Scott Conrad may have against them as of the date of this order, it being the Court's intent to release all claims of any kind or nature, known or unknown, rising pursuant to contract, tort, common law, statute, or regulation, that Herman Scott Conrad may have against the parties herein released.

3. For the Class, and the individual Class Members' respective heirs, executors, administrators, successors, assigns, and attorneys, the Court hereby releases, acquits, and forever discharges the Released Parties from, and do hereby unconditionally and irrevocably agree not to commence any action against the Released Parties, any and all past claims in existence at any

time up to and including March 5, 2012, counterclaims, action, causes of action, lawsuits, set-offs, costs, losses, rights, or liabilities, of whatever kind or character, direct or indirect, arising at law or in equity, by a right of action or otherwise, whether or not they were asserted or could have been asserted in the Lawsuit, which the Class Releasing Parties or any of them have, may have, or may come to have, individually or as members of a class, against the Released Parties based on, arising out of, or in any way relating or pertaining to correspondence sent to alleged debtors by Defendant in which Defendant is alleged to have threatened to take action that was not intended to be taken, including claims made pursuant to any state or federal statutes governing correspondence sent to alleged debtors associated with the collection of debts. This Release shall be included as part of any judgment, so that all released claims and rights shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

4. Plaintiff and the Class are forever barred and enjoined from instituting or further prosecuting, in any forum whatsoever, including but not limited to, any State, Federal, or Foreign Court or arbitration forum, against the parties released above, any causes of action, suits, claims or demands, whatsoever, in law or in equity, known or unknown at this time, which arise out of or relate to the released claims.

5. The underlying debts, which Defendant was attempting to collect, are in no way affected by this judgment, and nothing contained herein or in the Settlement Agreement shall prevent Defendant or its successors in interest from continuing to attempt to collect the debts allegedly owed by the Class Members. Furthermore, nothing in this judgment shall bar the assertion of any defenses to such claims that that are not related to or arising out of the released claims.

6. Defendant shall distribute the settlement funds as described above.

7. This Court reserves jurisdiction over all matters arising out of the Settlement Agreement.

8. All claims for contribution, indemnification or reimbursement, however denominated, against Defendant arising under state or federal law, including those based in tort, contract or statute or any other body of law, in favor of persons, including any non-released persons who are asserted to be or who may be joint tortfeasors or wrongdoers with Defendant are hereby extinguished, discharged, satisfied, barred, and enjoined.

9. Except for the relief granted in this judgment, all remaining claims asserted by Plaintiff and the Class in this suit are hereby dismissed with prejudice and with the parties each to bear their own costs.

10. This order resolves all claims that have been asserted in this action and is a final judgment. The Clerk is directed to close this case.

SIGNED this _____ day of ___________________________, 2012.

____
JUDGE PRESIDING

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

Herman Scott Conrad, Individually and on Behalf of All Other Persons Similarly Situated	§	
Plaintiff,	§	Civil Action No. 3:10-cv-02196-M
vs.	§	JUDGE BARBARA M.G. LYNN
Franklin Collection Service, Inc.	§	CLASS ACTION - JURY
Defendant.	§	

AFFIDAVIT OF JOHN R. HOWIE, JR.

I, John R. Howie, Jr., being first duly sworn upon my oath, depose and state as follows:

1. Under penalties as provided by law, I certify that the statements set forth in this instrument are true and correct. I make the following statements based on my personal knowledge and if called, I could competently testify to the matters stated herein.

2. I received a B.S. in Accounting from Southern Methodist University in 1990. I received a J.D. in 2000 from Southern Methodist University School of Law. After my first year in law school, I began working for Noteboom and Gray, LLP in Hurst, Texas. I continued working with Noteboom and Gray, LLP throughout law school, and upon graduation and passing the Texas Bar Exam in November of 2000, I assumed a full time attorney position with that law firm. While working with Noteboom and Gray, LLP, I handled personal injury and consumer protection cases on behalf of plaintiffs. In 2001, I left Noteboom and Gray, LLP to take an employment position with Gray Hart, LLP. I continued to represent plaintiffs in personal injury and consumer protection cases. In approximately 2002, I became an equity partner in Gray Law, LLP. I handled a broad range of complex personal injury and consumer protection cases. In approximately 2004, I started my own law firm, the Law Offices of John R. Howie, Jr. I have continued to concentrate on representing plaintiffs in complex personal injury and consumer protection cases. While the form of my law firm has changed over the years, including a couple of different partnerships, my practice has continued to focus on complex personal injury and consumer protection cases. I continue to practice in this area under the firm name of Howie Law, PC.

3. I became a member of the Texas Bar Association upon being licensed in 2000. I am admitted to practice before the U.S. District Courts for the Northern and Eastern Districts of Texas. I am also admitted to practice before the United States Court of Federal Claims. I am a fellowship member of the Texas Trial Lawyers Association, a member of the American Association for Justice (formerly Association of Trial Lawyers of America), a member of the Tarrant County Trial Lawyers Association, and a member of the Dallas Bar Association. I participate on the boards of directors for both the Texas Trial Lawyers Association and the

Dallas Trial Lawyers Association. I previously served on the Board of Advocates of the Texas Trial Lawyers Association. I am a mentor for the Dallas Bar Association, and I routinely participate in a number of mentoring activities for young lawyers.

4. I have extensive experience in the area of consumer protection law. For over ten years, I have acted as lead counsel for plaintiffs who pursued claims under all sorts of Texas consumer protection laws. Recently, I have acted as lead defense counsel for a prominent nationwide debt collector that is the target of an extensive investigation being conducted by the Federal Trade Commission alleging, among other things, numerous and repeated violations of the Fair Debt Collection Practices Act. My representation and participation in this ongoing matter as lead defense counsel for the debt collection company has spanned well over a year, and I have personally devoted hundreds of hours to researching legislative history, court opinions from courts across the country, Federal Trade Commission interpretative opinions, and other legal authorities interpreting and apply the Fair Debt Collection Practices Act. I am currently serving as Plaintiffs' counsel and/or Plaintiffs' co-counsel in several current cases in which violations of the Fair Debt Collection Practices act and/or the Texas Debt Collection Practices Act constitute the core causes of action and for which the Plaintiff is seeking class action status. I was appointed as Class Counsel in *Stanton Quesenberry, Individually and on Behalf of All Others Similarly Situated v. Alliant Law Group, PC and Bay Area Credit Service, LLC*; Case 4:09-cv-00414-MHS-ALM; In the United States District Court, Eastern District of Texas, Sherman Division. The *Quesenberry* case is a class action involving violations of the Fair Debt Collection Practices Act which was recently settled.

5. I am serving as Plaintiffs' co-counsel in several current cases in which violations of the Federal Debt Collection Practices Act and Texas Debt Collection Practices Act constitute the core causes of action, and for which Plaintiffs' counsel is seeking class action status but which have not reached the stage of a hearing on the motion for class certification.

6. I agree to devote whatever legal services are necessary to adequately represent the class.

Further affiant sayeth naught.

John R. Howie, Jr.

SWORN TO AND SUBSCRIBED BEFORE ME on this the 30th day of April 2012.

DEBBIE LUPO
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-26-2012

Notary Public in and for the
State of Texas

EXHIBIT E

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONRAD, Individually and on Behalf of All Other Persons Similarly Situated,	§	
	§	
Plaintiff,	§	
v.	§	**CASE NO. 3:10-cv-02196-M**
	§	
FRANKLIN COLLECTION SERVICE, INC.,	§	
	§	
Defendant.	§	

DECLARATION OF WALT D. ROPER

I, Walt Roper, hereby declare under penalty of perjury as follows::

1. "My name is Walt Roper. I am over the age of 21, have never been convicted of a felony or crime of moral turpitude, am competent to provide the information stated herein, and have knowledge of the facts stated herein. I make the following statements on the basis of my own personal knowledge. The facts stated herein are true and correct.

2. I received a B.A. in History from Baylor University in 1989. I received a J.D. in 1992 from the Tulane University School of Law. Upon graduation from Tulane, I worked at Reich & Binstock in Houston, practicing primarily in the area of toxic torts. From February, 1994 until May, 1999, I was an attorney at the Law Offices of Fred Misko, Jr., where I practiced in the areas of products liability, toxic tort and class action. My practice during that period covered a broad range of issues including risk assessment, groundwater contamination, lead poisoning, pesticide toxicity, personal injury and property damage claims, export of hazardous waste and the environmental aspects of international trade. During that time, I spoke at several seminars, including: "International Liability: When Is It An Issue and How To Avoid It?" Fifth Annual Conference, Texas-Mexico Bar Association, Mexico City, October, 1998; "Preparing, Trying and Settling Auto Collision Cases," State Bar of Texas, Dallas, 1995. I was a co-author of Managing Complex Litigation, 9th Annual Page Keeton Products Liability and Personal Injury Law Conference, Nov. 2, 1995.

3. In May, 1999 I started my own practice, Roper Pope, L.L.P. Subsequently, our firm name was changed to McLarty Roper Pope, L.L.P. On January 14, 2005, our firm added Johnnie L. Cochran, Jr. as a partner, resulting in the formation of The Cochran Firm - Dallas, L.L.P. On March 1, 2009, I left The Cochran Firm - Dallas, L.L.P. to start the Law Offices of Walt D. Roper,

P.C. Since 1999, I have concentrated my practice in the areas of class actions, medical malpractice, nursing home, and products liability litigation.

4. I accepted a request to be a lecturer on the topic of Nursing Home Litigation at the Texas Trial Lawyers Association's "Staying in the Current" seminar, which was held November 8-12, 2000. In addition, I spoke on "Forum Non Conveniens for Toxic Tort Liability in Louisiana," at the Environmental 2000 Conference: Law, Science and the Public Interest, at Tulane Law School, New Orleans, 2000.

5. I am a member of both the Louisiana bar (1992) and the Texas bar (1993). I have been admitted to the U.S. District Courts for the Eastern, Western and Middle Districts of Louisiana, the Northern and Eastern Districts of Texas, as well as the U.S. District Court, District of Arizona. I am a member of the Texas Trial Lawyers Association; the American Association for Justice (formerly Association of Trial Lawyers of America); and the Dallas Bar Association. I am former President of Board of Advocates of the Texas Trial Lawyers Association.

6. I have extensive experience in consumer class action and mass toxic tort litigation. I was lead counsel for over 1,100 Mexican nationals in a lead and hazardous waste exposure case styled *Flores v. RSR Corporation, et. al.*, No. C95-1004-D1 (D. Ct. Webb Cty. Tex.), and was one of a group of attorneys who represented approximately 26,000 banana plantation workers from twelve countries exposed to dibromochloropropane in suits that were filed in several state and federal jurisdictions. Along with Jim Mitchell, I served as class counsel in *Justice v. Great-West Life Assurance Co.*, No. 94-3155 (D. Ct. Dallas Cty. Tex. Aug. 2, 1995), which was the first nationwide certification of a litigation class in a case involving allegations of sales of defective insurance products. In addition, I was co-counsel for the plaintiffs in a class action styled *Pandolfi, et al v. Viking Office Products, Inc.*, 97 CH 8875 (Cir. Ct. of Cook Cty.).

7. I was appointed as lead class counsel in *George Collins, et al. v. Allstate Insurance Company, et al.*; Cause No. GN200820, In the 53rd Judicial District of Travis County, Texas, a Texas-wide class action filed against various Allstate entities involving allegations that Allstate Insurance Company engaged in unfair discrimination by virtue of its credit scoring practices, which was settled in 2005.

8. I am presently serving as class counsel in *Robert E. Evans, et. al v. Sterling Chemical Co., et. al.*; Cause No. H-07-0625; In the United States District Court, Southern District of Texas, Houston Division. The Evans case is an ERISA class action involving retiree healthcare benefits. I was appointed as Class Counsel, along with Hal Gillespie and R. Martin Weber, by Judge Kenneth Hoyt on November 19, 2008. I was one of three attorneys that served as trial counsel in a non-jury bench trial of the liability phase of this case before Judge Kenneth J. Hoyt on November 10-13, 2009. This case was appealed at the Fifth Circuit and remanded back to the District Court in favor of the Plaintiffs on October 13, 2011. The damages phase of this case is still pending.

9. I was appointed as Class Counsel in *Stanton Quesenberry, Individually and on Behalf*

of All Others Similarly Situated v. Alliant Law Group, PC and Bay Area Credit Service, LLC; Case 4:09-cv-00414-MHS-ALM; In the United States District Court, Eastern District of Texas, Sherman Division. The *Quesenberry* case was a class action involving violations of the Fair Debt Collection Practices Act which was settled in 2011.

10. I was appointed as Class Counsel in *Richard J. Lang, Individually and on Behalf of All Others Similarly Situated v. NCH Corporation*; Case 2:10-cv-05729-DMG-FFM; In the United States District Court, Central District of California, Western Division. The *Lang* case was a class action involving violations of the California Labor Code which received final approval in January, 2012. Judge Dolly M. Gee, the U.S. District Court Judge presiding over the case, remarked at the final fairness hearing that "class counsel achieved an excellent result" and congratulated class counsel of doing "a fine job." Reporter's Transcript of Final Fairness Hearing, January 9, 2012, at 12:11-12; 14:7-8.

11. I am serving as Plaintiffs' co-counsel in *Conrad v. General Motors Acceptance Corporation and Ally Financial, Inc.*; Case 3:10-cv-02220-N; In the U.S. District Court for the Northern District of Texas, Dallas Division. This case involves violations of the Telephone Consumer Protection Act and/or the Federal Debt Collection Practices Act constitute the core causes of action, and for which Plaintiffs' counsel is seeking class action status but which have not reached the stage of a hearing on the motion for class certification.

12. I agree to devote whatever legal services are necessary to adequately represent the class."

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 30th day of April, 2011.

WALT ROPER

EXHIBIT F

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONTRAD, Individually and on behalf of all others similarly situated,	§ § § §	
Plaintiff,	§ §	**Civil Action No. 3:10 CV 2196M**
vs.	§ §	**JUDGE BARBARA M. G. LYNN**
FRANKLIN COLLECTION SERVICE, INC.	§ §	
Defendant.	§	**CLASS ACTION – JURY**

AFFIDAVIT OF BEN C. MARTIN

BEFORE ME, the undersigned authority, personally appeared, Ben C. Martin, who being duly sworn deposed as follows:

1. My name is Ben C. Martin, I am over the age of 21, of sound mind, capable of making this affidavit and personally acquainted with the facts stated herein.

2. I graduated from the North Texas State University (now known as the University of North Texas) in 1983. I received my J.D. from the Baylor University School of Law, Waco, Texas in 1986. I am admitted to practice law in the State of Texas, and am admitted before the United States District Courts for the Northern, Southern, Eastern and Western Districts of Texas, the United States District Court for the District of Colorado, the United States Court of Federal Claims and the United States Fifth Circuit Court of Appeals. I have never had my license suspended or revoked.

3. Over the course of my law practice, I have represented plaintiffs in both individual, mass tort, and class action cases involving personal injuries, consumer complaints, deceptive trade claims, and commercial claims. Recently, I was appointed as Class Counsel in *Stanton Quesenberry, Individually and on Behalf of All Others Similarly Situated v. Alliant Law Group, PC and Bay Area Credit Service, LLC*; Case 4:09-cv-00414-MHS-ALM; In the United States District Court, Eastern District of Texas, Sherman Division. The *Quesenberry* case was a class action involving violations of the Fair Debt Collection Practices Act which was recently settled.

4. I have also represented numerous individuals in "mass tort " claims wherein it became necessary to be involved in multi-district litigation in both state and federal courts. These cases involved pharmaceutical drugs such as fenfluramine, phentermine, *Rezulin*, *Propulsid*, *Vioxx*, and others. I prepared for and participated in trial in Mississippi in 1999 wherein multiple plaintiffs sued American Home Products for injuries related to the ingestion of the drug combination Fen/Phen wherein a plaintiff's verdict was rendered. In 2003, I prepared for and participated in trial in a *Rezulin* case tried to a plaintiffs' verdict in Edinburg, Texas. The verdicts mentioned exceeded $100 million and $20 million respectively. I was involved in the administration of settlements of thousands of claims directly attributable to those verdicts and had direct participation in the drafting of documents presented to the court for approval of those and other mass tort settlements.

5. In most of the mass tort cases in which I have been involved I have necessarily evaluated concomitant class action cases and have represented numerous individuals in class action cases, mostly arising from pharmaceutical litigation but also in consumer cases. I have participated in MDL and class action proceedings wherein I have conducted discovery, participated in depositions and participated in almost every aspect of handling such cases.

6. I have lectured for the State Bar of Texas in its Advanced Personal Injury seminar, most recently in 2009 on the subject of causation. I am board certified in both personal injury trial law and civil trial law by the Texas Board of Legal Specialization and have been since December, 1991

7. I have served as an adjunct professor at Southern Methodist University School of Law in Dallas, Texas and been an instructor for the National Institute of Trial Advocacy. I am a fellowship member of the Texas Trial Lawyers and a member of the American Bar Association, Dallas Trial Lawyers Association, Mississippi Trial Lawyers Association, The American Association for Justice, American Board of Trial Advocates, Texas Bar Foundation and American Inns of Court.

8. I have written and lectured on the subject of trial law including "Preparation of the Personal Injury Case - From the Initial Interview through Trial," Summer Bar Seminar, Cancun, Mexico; "Trying the Wrongful Death Case in Texas: Strategies In Preparation and Valuation," National Business Institute; "Personal Injury- Anatomy of a Case," Advanced Civil Trial Seminar for Attorneys, Legal Assistants and Other Legal Professionals, Legal Assistants Division, State Bar of Texas; "Physician and Hospital Liability," Problem Based Sleep Medicine Course for the Primary Case Practitioner: Establishing a Differential Diagnosis and Treatment Plan, the Houston Sleep Consortium; "Evidence for Paralegals: Obtaining, Managing and Using All Types of Information," Opinion Evidence, and lectured at the 2009 Texas Advanced Personal Injury Law course in Dallas, Texas, on the subject of causation.

9. I agree to devote whatever legal services are necessary to adequately present the class. I have and will agree to pay whatever litigation costs, including the cost of notice to the class, subject to reimbursement from any class recovery.

10. I declare under penalty of perjury that the foregoing is true and correct.

FURTHER the Affiant sayeth not.

Ben C. Martin

SWORN TO AND SUBSCRIBED BEFORE ME on this the 30th day of April, 2012.

JUDY A. GARNER
Notary Public, State of Texas
My Commission Expires
July 01, 2014

Notary Public in and for the
State of Texas

EXHIBIT G

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

HERMAN SCOTT CONRAD, Individually and on Behalf of All Other Persons Similarly Situated,	§	
Plaintiff,	§	
v.	§	CASE NO. 3:10-cv-02196-M
FRANKLIN COLLECTION SERVICE, INC.,	§	
Defendant.	§	

DECLARATION OF HERMAN SCOTT CONRAD

STATE OF TEXAS §
§
COUNTY OF DALLAS §

I, Herman Scott Conrad, hereby declare under penalty of perjury as follows:

1. My name is Herman Scott Conrad. I am of sound mind and capable of making this affidavit. The facts contained herein are true and correct, and they are based on my personal knowledge.

2. I am the named class representative in this lawsuit. I authorized my attorneys, John Howie, Jr., Walt Roper and Ben C. Martin, to file this lawsuit on my behalf and on behalf of other similarly situated individuals.

3. The events giving rise to this lawsuit are as follows:

   a. Defendant Franklin Collection Service, Inc. sought to collect from me a debt arising from medical treatment I received at Marcum and Wallace Hospital.

   b. On two separate occasions I received correspondence from the Defendant threatening to sue me in order to collect the debt.

4. The responsibilities of serving as a class representative have been explained to me by my counsel, and I understand and freely undertake these responsibilities on behalf of the class that I seek to represent.

5. As a class representative, I have been willing to vigorously pursue this action on behalf of myself and other members of this class.

6. Prior to this case being filed and during the course of this litigation, I have discussed this case with my attorneys, I have read and reviewed documents pertaining to the case, and I have provided information in my possession to assist my attorneys in prosecuting this case.

7. Throughout the course of the settlement proceedings, or through continued litigation, and until this case is resolved completely, I will continue to provide my attorneys whatever assistance they require, and I will appear for my deposition and respond to discovery upon request.

8. I will represent and protect the interests of the class to the best of my ability in considering the interests of the class before my own interests.

9. I do not seek, will not seek, and have not sought relief that is antagonistic to the class.

10. I was consulted regarding the settlement negotiations and terms of the settlement.

11. I agree with the terms of the settlement as they have been explained to me by my attorneys. I believe the terms of the settlement are fair to all class members, and I ask the Court to preliminarily approve the settlement.

12. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 30th day of April, 2011.

HERMAN SCOTT CONRAD